



Judicial Council of California

ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

455 Golden Gate Avenue • San Francisco, California 94102-3688
Telephone 415-865-7960 • Fax 415-865-4325 • TDD 415-865-4272

RONALD M. GEORGE
*Chief Justice of California
Chair of the Judicial Council*

WILLIAM C. VICKREY
Administrative Director of the Courts

RONALD G. OVERHOLT
Chief Deputy Director

CHRISTINE M. HANSEN
Director, Finance Division

TO: POTENTIAL BIDDERS

FROM: Administrative Office of the Courts
Education Division/Center for Families, Children and the Courts/Information
Services Division

DATE: January 12, 2004

**SUBJECT/PURPOSE
OF MEMO:** REQUEST FOR PROPOSALS
Streaming Media Web Hosting Service

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposals
("RFP"):

Project Title: Streaming Media ISP
RFP Number: CJER-WEB-03

DEADLINE: **Proposals must be received by 5 p.m. on January 30, 2004.**

**SUBMISSION OF
PROPOSAL:** Proposals should be sent to:
**Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden
455 Golden Gate Avenue
San Francisco, CA 94102**

**CONTACT FOR
FURTHER
INFORMATION:** **NAME:** Mandy Covey **TEL:** 415-865-7756 **FAX:** 415-865-4335 **E-MAIL:** *mandy.covey@jud.ca.gov*

1.0 GENERAL INFORMATION

1.1 Background

The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (AOC) is the staff agency for the Council and assists both the Council and its chair in performing their duties.

1.2 Outsourcing of Existing Streaming Library and Expansion of Media Offerings

The AOC currently hosts its own library of streaming video-on-demand to a limited audience of state court judges and court staff using Surestream Real Media files. The current digital library consists of 20 to 30 videos (30 to 90 minutes long), available only through the AOC's password-protected Web site.

In addition to expanding this existing library of online educational videos, the AOC wishes to digitize and make available to the general public a variety of self-help educational materials on the AOC's public Web site that are now available only on videotape.

The State will establish an internal process for ensuring that the State either owns or otherwise has the right to broadcast all content hosted by the service provider under the contract for services.

2.0 PURPOSE OF THIS RFP

The AOC seeks to identify and retain qualified service providers to host the AOC's video content as streaming video-on-demand over the Web and to encode new streaming audio/video from tape sources into Real Media, Windows Media, and other digital formats. This RFP is the means for prospective service providers to submit their qualifications to the AOC and request selection as a service provider.

3.0 SCOPE OF SERVICES

3.1. Services are expected to be performed by the service provider between March 1, 2004 to December 31, 2004. The State reserves the option to renew the contract for calendar years 2005 and 2006 and any increase in fees shall be limited to no more than 3% over fees for the preceding year.

- 3.2. The service provider will be asked to provide the services described in Attachment D, Description of Services to Be Performed. Depending on the scope of work and services required, it is estimated that the cost would not exceed \$20,000.

4.0 SPECIFICS OF A RESPONSIVE PROPOSAL

The following information shall be included in the proposal:

- 4.1 Name, address, telephone and fax numbers, and social security number or federal tax identification number.
- 4.2 Four copies of the proposal signed by an authorized representative of the service provider, including name, title, address, and telephone number of one individual who is the responder's designated representative.
- 4.3 Names, addresses, and telephone numbers of a minimum of five (5) clients for whom the service provider has conducted similar services, including government and education/nonprofit clients. The AOC may check references listed by the service provider.
- 4.6 Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the state's instructions, requirements of this RFP, and completeness and clarity of the content.
- 4.7 Please answer the questions contained in Attachment E, Questions About Streaming Host Services.

5.0 FEE PROPOSAL

The proposal should include the service provider's proposed fee schedule. See Attachment F, Fee Proposal, and return it as part of your proposal. It is expected that all service providers responding to this RFP will offer the service provider's government or comparable favorable rates.

The total cost for consultant services will not exceed \$20,000, inclusive of personnel, materials, computer support, travel, lodging, per diem, and overhead rates. The method of payment to the service provider will be by cost reimbursement.

6.0 RIGHTS

The AOC reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for

the cost of preparing the proposal. One copy of a submitted proposal will be retained for the AOC's official files and become a public record.

Only written responses will be accepted. Responses should be sent by registered or certified mail or by hand delivery. The service provider may send the AOC an advance copy by facsimile to the Project Manager at the fax number listed in Section 7.0, below. However, sending an advance copy by fax does not satisfy the submission requirements of paragraph 4.2.

7.0 PROJECT MANAGEMENT

The Project Manager for this RFP process is:

Mandy Covey
Education Division
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3660
Telephone: 415-865-7756
Fax: 415-865-4335
E-mail: mandy.covey@jud.ca.gov

8.0 EVALUATION OF PROPOSALS

Proposals will be evaluated by the AOC using the following criteria, in order of descending priority:

- a. Experience with similar streaming media hosting service delivery
- b. Past performance with similar service delivery
- c. Reasonableness of fee proposal
- d. Responses to the questions in Attachment E

9.0 ADDITIONAL REQUIREMENTS

It may be necessary to interview prospective service providers to clarify aspects of their proposals. If conducted, interviews will likely be done by telephone conference call. The AOC will notify prospective service providers regarding the interview arrangements.

10.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES

Contracts with successful firms will be signed by the parties on a State of California Standard Agreement form and will include terms appropriate for this project. Terms and conditions typical for the requested services are in Attachment A.

Incorporated in this RFP, and attached as Attachment B, is a document entitled "Administrative Rules Governing Requests for Proposals. Service providers shall follow these rules in preparing their proposals.

11.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The State requires contract participation goals of three percent (3%) for disabled veteran business enterprises (DVBEs). Therefore, your response should demonstrate DVBE compliance; otherwise, if it is impossible for you firm to comply, please use the DVBE Participation Form attached as Attachment C to explain why, and demonstrate written evidence of a “good faith effort” to achieve participation. Your firm must complete the attached DVBE participation requirement form even if it is only to explain why your firm cannot achieve the participation goal. Completing the attached form to the extent feasible is mandatory to be responsive to this solicitation’s requirements. If your firm has any questions regarding the form, you should contact the Contracting Officer, Stephen Saddler, at 415-865-7989. For further information regarding DVBE resources, please contact the Office of Small Business and DVBE Certification, at 916-375-4940.

12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

The Administrative Office of the Courts policy is to follow the intent of the California Public Records Act (PRA). If a vendor’s proposal contains material noted or marked as confidential and/or proprietary that, in the AOC’s sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If the AOC does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.

END OF FORM

STANDARD PROVISIONS

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the State), and save harmless the State and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

2. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

3. Termination for Cause

The State may terminate this Agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the State may proceed with the Work in any manner it deems proper. The cost to the State to perform this Agreement shall be deducted from any sum due the Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand.

4. No Assignment

Without the written consent of the State, the Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

Time is of the essence in this Agreement.

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

Attachment A
Contract Terms

7. Consideration

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

END OF ATTACHMENT A

**JUDICIAL COUNCIL OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS**

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. General

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for 30 days following the deadline for its submission.
2. In addition to explaining the Administrative Office of the Courts' (AOC's) requirements, the solicitation document includes instructions which prescribe the format and content of proposals.

B. Errors in the solicitation document

1. If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the AOC with written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of proposals by issuing an addendum to all vendors to whom the solicitation document was sent.
2. If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the AOC of the error, the vendor shall bid at its own risk, and if the vendor is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

C. Questions regarding the solicitation document

1. If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not

Attachment B
Administrative Rules Government Requests for Proposals

concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

2. If a vendor submitting a proposal believes that one or more of the solicitation document's requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the vendor may submit a written request that the solicitation document be changed. The request must set forth the recommended change and vendor's reasons for proposing the change. Any such request must be submitted to Project Manager Mandy Covey at the AOC by the proposal due date and time listed on the cover letter of this RFP.

D. Addenda

1. The AOC may modify the solicitation document prior to the date fixed for submission of proposals by faxing an addendum to the vendors to whom the solicitation document was sent. If any vendor determines that an addendum unnecessarily restricts its ability to bid, it must notify Project Manager Mandy Covey at the AOC no later than one day following the receipt of the addendum.

E. Withdrawal and resubmission/modification of proposals

1. A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the vendor. The vendor may thereafter submit a new or modified proposal, provided that it is received at the AOC no later than the proposal due date and time listed on the cover letter of this RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed on the cover letter of this RFP.

F. Evaluation process

1. An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
2. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.

Attachment B
Administrative Rules Government Requests for Proposals

3. Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.
4. Cost sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.
5. During the evaluation process, the AOC may require a vendor's representative to answer questions with regard to the vendor's proposal. Failure of a vendor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal nonresponsive.

G. Rejection of bids

1. The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications. The AOC reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual vendors if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.

H. Award of contract

1. Award of contract, if made, will be in accordance with the solicitation document to a responsible vendor submitting a proposal compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the AOC.
2. The AOC reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.

I. Decision

1. Questions regarding the AOC's award of any business on the basis of proposals submitted in response to this solicitation document, or on any

related matter, should be addressed to Contracts Officer Stephen Saddler.

J. Execution of contracts

1. The AOC will make a reasonable effort to execute any contract based on this solicitation document within 30 days of selecting a proposal that best meets its requirements. However, exceptions taken by a vendor may delay execution of a contract.
2. A vendor submitting a proposal must be prepared to use a standard state contract form rather than its own contract form.

K. Protest procedure

1. The AOC intends to be completely open and fair to all vendors in selecting the best possible system within budgetary and other constraints described in the solicitation document. In applying evaluation criteria and making the selection, members of the evaluation team will exercise their best judgment.
2. A vendor submitting a proposal may protest the award if it meets all the following conditions:
 - a. the vendor has submitted a proposal which it believes to be responsive to the solicitation document;
 - b. the vendor believes that its proposal meets the AOC's administrative requirements and technical requirements, proposes items of proven quality and performance, and offers a competitive cost to the State of California; and
 - c. the vendor believes that the AOC has incorrectly selected another vendor submitting a proposal for an award.
3. A vendor submitting a proposal who is qualified to protest should contact the Contract Officer at the AOC at the address given below or call him/her at the phone number listed below.

Stephen Saddler
Contracts Officer
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3660
415-865-7989

Attachment B
Administrative Rules Government Requests for Proposals

4. If the Contracts Officer is unable to resolve the protest to the vendor's satisfaction, the vendor should file a written protest within five working days of the contract award notification. The written protest must state the facts surrounding the issue and the reasons the vendor believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

Grant Walker
Business Services Manager
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3660

A receipt should be requested for hand-delivered material.

L. News releases

1. News releases pertaining to the award of a contract may not be made without prior written approval of the Business Services Manager of the AOC.

M. Disposition of materials

1. All materials submitted in response to this solicitation document will become the property of the State of California and will be returned only at the AOC's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.

N. Payment

1. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
2. **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provide in the agreement between the AOC and the selected vendor. The AOC may withhold ten percent of each invoice until receipt and acceptance of the final product. The amount of the withhold may depend upon the length of the project and the payment schedule provide in the agreement between the AOC and the selected vendor.

END OF ATTACHMENT B

DVBE PARTICIPATION FORM

Propser Name: _____

RFP Project Title: _____

RFP Number: _____

The State's goal of awarding of at least three percent (3%) of the total dollar contract amount to Disabled Veterans Business Enterprise (DVBE) has been achieved for this Project. *Check one:*

Yes _____ *(Complete Parts A & C only)*

No _____ *(Complete Parts B & C only)*

"Contractor's Tier" is referred to several times below; use the following definitions for tier:

0 = Prime or Joint Contractor;

1 = Prime subcontractor/supplier;

2 = Subcontractor/supplier of level 1 subcontractor/supplier

PART A – COMPLIANCE WITH DVBE GOALS

Fill out this Part ONLY if DVBE goal has been met; otherwise fill out Part B.

**INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION
FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS
CONTRACT**

PRIME CONTRACTOR

Company Name: _____

Nature of Work _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

SUBCONTRACTORS/SUBCONTRACTOR/PROPOSERS/SUPPLIERS

1. Company Name: _____

Nature of Work: _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

2. Company Name: _____

Nature of Work: _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost DVBE _____%

3. Company Name: _____

Nature of Work: _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost DVBE _____%

GRAND TOTAL: DVBE _____%

PART B – ESTABLISHMENT OF GOOD FAITH EFFORT

Fill out this Part ONLY if DVBE goal will not be met but you have made a good faith effort to meet such goal.

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS CONTRACT

- List contacts made with personnel from state or federal agencies, and with personnel from DVBEs to identify DVBEs.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

Attachment C
 Administrative Rules Government Requests for Proposals

- List the names of DVBE's identified from contacts made with other state, federal, and local agencies.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

- If an advertisement was published in trade papers and/or papers focusing on DVBEs, attach proof of publication.

<i>Publication</i>	<i>Date(s) Advertised</i>

- Solicitations were submitted to potential DVBE contractors (list the company name, person contacted, and date) to be subcontractors. Solicitation must be job specific to plan and/or contract.

<i>Company</i>	<i>Person Contacted</i>	<i>Date Sent</i>

Attachment C
 Administrative Rules Government Requests for Proposals

5. List the available DVBEs that were considered as subcontractors or suppliers or both. (*Complete each subject line.*)

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

CERTIFICATION *(to be completed by Proposer)*

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in section 1896.61 of Title 2, and section 999 of the Military and Veterans Code, California Code of Regulations. In making this certification, I am aware of section 10115 *et seq.* of the Government Code that establishes the following penalties for State Contracts:

Penalties for a person guilty of a first offense are a misdemeanor, civil penalty of \$5,000, and suspension from contracting with the State for a period of not less than thirty (30) days nor more than one (1) year. Penalties for second and subsequent offenses are a misdemeanor, a civil penalty of \$20,000 and suspension from contracting with the State for up to three (3) years.

IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY; FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.

<i>Firm Name of Proposer:</i>	
<i>Signature of Person Signing for Proposer</i>	
<i>Name (printed) of Person Signing for Proposer</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	

PART C – CONTRACT AMOUNT CERTIFICATION

To be filled out by ALL proposers.

I hereby certify that the “Contract Amount,” as defined herein, is the amount of \$_____. I understand that the “Contract Amount” is the total dollar figure against which the DVBE participation requirements will be evaluated.

<i>Firm Name of Proposer</i>	
<i>Signature of Person Signing for Proposer</i>	
<i>Name (printed) of Person Signing for Proposer</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	

DESCRIPTION OF SERVICES TO BE PERFORMED

1. **Network:** The service provider shall maintain a reliable redundant-site content delivery system employing a distribution network with diverse connections to multiple tier-1 backbone providers and employing load-balancing technologies that are effectively monitored and supported on a continuous basis with the goal of one hundred percent reliability in content delivery.
2. **Disk storage: 20 gigabytes** of disk storage initially, with the option to expand storage capacity, shall be in a secure facility with procedures that include daily backup of content, with monthly offsite storage in a secure location.
3. **Server:** The server must be able to deliver broadband Realmedia streams (including Real Media 8 Surestream with target audiences of 56Kbps and 100 Kbps), Windows Media 8, and QuickTime format content. It may be necessary for the service provider's server to allow the AOC to set password authentication for specified subscribers.
4. **Delivery:** Content will be served to AOC viewers without advertisements, pop-ups, or other indicators of the service provider's identity through the viewer's browser or media player.
5. **Web-based content administration:** The service provider shall provide a Web-based application for administering the hosting account, including account information, Web and FTP access and upload information, disk and data transfer usage reports (updated on a real-time or close to real-time basis and broken down by file name, length of access, and times of access), templates for constructing HTML pages with built-in links to content and for building pre-stream and post-stream ads to content video, and methods for assigning password authentication security to specified content and for scheduling release and expiration dates of content availability.
6. **Support:** Live technical support for network delivery and account administration shall be available by e-mail, fax, and phone 24 hours a day year-round.

END OF ATTACHMENT D

QUESTIONS ABOUT STREAMING HOST SERVICES

Please answer each of the following questions and provide them in your response to this request for proposal. Please note that the inability of an organization to provide a service described or implied in any of the questions below will not in and of itself preclude that organization from consideration. The purpose of these questions is to enable the State to better evaluate the scope of services available from your organization.

1. Facility and Network

- a) Do you have several layers of redundant power such as uninterrupted power supply (UPS) backup systems and backup diesel generators so your servers will keep working during prolonged power outages?
- b) Do your data centers have a precisely controlled environment including air conditioning and noncorrosive, nonconducting fire suppression systems?
- c) Do you have replacement servers on site to immediately deploy if a server fails?
- d) Do you control your own routing systems and IP space? Or do you rely on a third party for this service?
- e) Do you offer redundant, fault-tolerant network architecture that provides multiple paths for traffic to and from your data center?
- f) Describe your server availability guaranty, if any.
- g) Do you have Quality Assurance Test certification from Streamcheck for the Windows Media 9 Series Hosting Provider Certification Program?

2. Security

- a) Do you have documented standard security operating procedures?
- b) Do you monitor industry mailing lists and underground hacker communities for potential security risks and then test and deploy patches?
- c) Do you offer the latest encryption technologies driving e-commerce, including digital certificates and Secure Socket Layer (SSL)?

3. Backup

- a) Do you offer daily incremental backups plus weekly full backups of all files on clients' servers?
- b) Do you perform validation and error verification on your daily backups to ensure the highest likelihood of full recovery?
- c) How long does it take to retrieve files from backup after a system failure?

4. Support and Reporting

- a) Do you have on-site, 24x7x365 system and network administrators in the event that a special or unique change to your site is required?
- b) Do you provide 24x7x365 server and network monitoring?
- c) Do you deliver daily usage analysis reports so the client can keep track of user demographics, traffic distribution, performance, and technology trends?
- d) Do you give clients secure remote access to these reports via the Web so they can get to them any time from anywhere?
- e) Do you offer clients up to the minute reporting?

Attachment E

Questions About Streaming Host Services

- f) Do you offer a tiered support structure including an account manager, help desk, technical operations, engineering group, and professional services to ensure that issues are dealt with quickly and to our satisfaction?
 - g) Do you have "live" customer support staff 24x7x365, or is there someone reachable by beeper or e-mail after business hours?
 - h) Do you have clearly defined problem escalation procedures so that if a critical situation arises, you will know how and who will handle it, and you will keep the client closely informed during the resolution process?
 - i) Do you provide remote access to tools that will allow your customers to manage and deploy streaming media property in a simple, easy to use manner?
 - j) Do you support the end users in addition to the customer (the AOC)? For instance, if a user has problems connecting to the site, whom can he or she contact? In other words can customers contact the service provider directly?
5. Tools
- a) Do you offer authentication to restrict access to streaming property, and, if so, do you allow your customers to manage users independently through a Web-based tool?
 - b) Do you offer automated link generation?
 - c) Do you offer the ability to place pre- and post-stream advertisement positions?
 - d) Do you offer registration features prior to the viewer accessing streaming content? Do you offer a feature that requires a viewer to register before allowing access to streaming content?
 - e) Do you provide the ability to automate a prescheduled launch of active links
6. Pricing Policy
- a) Do you offer services based on a consistent monthly fee to enable us to accurately budget our costs?
 - b) Do you limit the bandwidth of the customer's service?
 - c) What happens if we grossly exceed our committed bandwidth amount?
 - d) Do you offer a bandwidth upgrade policy; if so, what is it?
 - e) Do you offer a price protection program, i.e., if your costs decrease for the types of services covered by this agreement, specifically concerning disk storage and data transfer charges, will you give the AOC the benefit of any lower charges subsequently offered to new customers for the same level of services during the contract period?

END OF ATTACHMENT E

FEE PROPOSAL

The list of expense items set forth below is not intended to be exhaustive. Please be sure to include all potential costs that could be incurred by the AOC if it enters into a contract for your services. Please note that all rates must be inclusive of all supplies, personnel, materials, computer support, travel, lodging, per diem, and overhead if such expenses or costs are not separately priced in the proposal.

SETUP/INITIATION FEE, if any: _____

STORAGE

Please provide pricing in gigabytes per month:

STORAGE	RATE/MONTH
5 GB	
10 GB	
15 GB	
20 GB	
25 GB	
30 GB	

DATA TRANSFER

Please provide data transfer costs measured in gigabytes per month.

DATA TRANSFER	RATE/MONTH
10 GB	
20 GB	
30 GB	
40 GB	
50 GB	
60 GB	
70 GB	
80 GB	
90 GB	
90+GB	

BACKUP RETRIEVAL FEE, if any: _____

ENCODING SERVICES

Please list all acceptable source media and the cost of encoding services for each media and each target format. Source media may include, but not be limited, to the following: VHS, S-VHS, Beta, BetaSP, DV, DVCAM, Mini-DV, AVI, WAV, MOV, MPEG, MP3.

OUTPUT FORMAT STREAM	BIT RATES	PRICE PER MINUTE/BIT RATE STREAM
RealMedia	28 KBps to 1.5 MBps	
Windows Media	28 KBps to 1.5 MBps	
QuickTime	28 KBps to 1.5 MBps	

Indicate standard turnaround time for encoding jobs and indicate any differences between different source media.

TIME	COST	SOURCE MEDIA
< 1 day		
1 day		
2 days		
3 days		
4 days		
5 days		
1 week		
2 weeks		
2 weeks+		

Before providing additional pricing information, please complete all the tables in this document and then attach any additional information..

END OF ATTACHMENT F